State of Wisconsin
Wis. Statutes s.16.75
DOA-3070 (R08/2003)

BIDS MUST BE SEALED AND ADDRESSED TO: ☐ Remove from bidder list for this commodity/service. (Return this page only.)

AGENCY ADDRESS:

University of Wisconsin Platteville
Purchasing Office /Lewis Bettinger
2201 Ullsvik Hall
1 University Plaza
Platteville, WI 53818-3001

REQUEST FOR BID

THIS IS NOT AN ORDER

Bid envelope must be sealed and plainly marked in lower corner with due date and Request for Bid # **LB-2701**. Late bids will be rejected. Bids MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid is due. Bids dated and time stamped in another office will be rejected. Receipt of a bid by the mail system does not constitute receipt of a bid by the purchasing office. Any bid which is inadvertently opened as a result of not being properly and clearly marked is subject to rejection. Bids must be submitted separately, i.e., not included with sample packages or other bids. Bid openings are public unless otherwise specified. Records will be available for public inspection after issuance of the notice of intent to award or the award of the contract. Bidder should contact person named below for an appointment to view the bid record. Bids shall be firm for acceptance for sixty (60) days from date of bid opening, unless otherwise noted. The attached terms and conditions apply to any subsequent award.

Bids MUST be in this office no later than
MAY 15, 2013 3:00 PM

Name (Contact for further information)
Lew Bettinger

Phone: (608) 342-1221 Date: April 26, 2013

Quote Price and Delivery FOB
Destination

X Fax bids are accepted Fax bids are not accepted

Item No.	Quantity and Unit	Description	Price Per Unit	Total
20085 20087 20088		Band Uniforms per specifications for the University of Wisconsin Platteville		

Payment Terms | Delivery Time

☐ We claim minority bidder preference [Wis. Stats. s. 16.75(3m)]. Under Wisconsin Statutes, a 5% preference may be granted to CERTIFIED Minority Business Enterprises. Bidder must be certified by th Wisconsin Department of Commerce. If you have questions concerning the certification process, contact the Wisconsin Department of Commerce, 5th Floor, 201 W. Washington Ave., Madison, Wiscon 53702, (608) 267-9550. **Does Not Apply to Printing Bids**.

☐ We are a work center certified under Wis. Stats. s. 16.752 employing persons with severe disabilities. Questions concerning the certification process should be addressed to the Work Center Program, State Bureau of Procurement, 6th Floor, 101 E. Wilson St., Madison, Wisconsin 53702, (608) 266-2605.

Wis. Stats. s. 16.754 directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. Materials covered in our bid wer manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.
☐ Yes ☐ No ☐ Unknown

In signing this bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the above statement is accurate under penalty of perjury.

We will comply with all terms, conditions and specifications required by the state in this Request for Bid and all terms of our bid.

Name of Authorized Company Representative (Type or Print)	Title	Phone ( )
		Fax ( )

Signature of Above	Date	e-mail.

This form can be made available in accessible formats upon request to qualified individuals with disabilities.

UNIVERSITY OF WISCONSIN PLATTEVILLE
REQUEST FOR BIDS (RFB) # **LB-2700**

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18.0 TERMS AND CONDITIONS

DEFINITIONS: For the purposes of this Request for Bid and resulting Contract(s), the following definitions of terms shall apply, unless otherwise indicated:

Agency: Office, department, agency, institution of higher education, association, society or other body in state government created or authorized to be created by the constitution or any law, which is entitled to expend moneys appropriated by law, including the legislature and courts, but not including an authority.

ARO: After Receipt of Order

Authorized User Any state agency, University of Wisconsin campus, or other state or local public body authorized to use statewide contracts, as established in §§ 16.70 (1b), (1e), (2), (4) and (8), 16.73 and 66.0301 of the Wisconsin Statutes and § PRO-D-30 of the State Procurement Manual.

Bid A price quotation specifically given to a prospective purchaser by a prospective seller; a bid is not an offer to sell.

Bidder: Person or firm submitting a bid in response to requests for bids.

Broker Someone who acts as an agent for others, as in negotiating contracts, purchases or sales in return for a fee or commission.

Business Days Monday through Friday, excluding state holidays.

Contractor: Person or entity providing equipment, materials, supplies, contractual services to a contracting agency of the State.

Contract Manager Designated University of Wisconsin-Platteville purchasing staff personnel.

F O B Seller retains title and control of goods until they are delivered and the contract of carriage has been completed. The seller selects the carrier and is responsible for the risk of transportation. The seller is responsible for filing claims for loss or damage.

Lowest Responsible Bidder Person or firm submitting the competitive bid with the lowest price that meets the specifications **c**ontained in the requests for bids. In establishing the lowest responsible bidder, all of the following factors may be considered.

(a) The financial ability to provide the services required or to complete the contract;

(b) The skill, judgment, experience, and resources to complete the contract;

(c) The necessary facilities, staff, personnel, and equipment to complete the contract;

(d) The demonstrated ability to satisfactorily perform the work or provide the materials in a prompt, conscientious manner;

(e) The demonstrated ability to comply in situations where the award is contingent on special considerations subject to the nature of the services or contract required; and

(f) Any other factor determined to be relevant in assessing the bidder's ability to supply are required. (Adm. 6.01 (9))

MBE: Minority Business Enterprise

Procurement Process of obtaining goods, including all activities from the planning process, preparation of a requisition, through receipt and approval of the final invoice for payment.

Procuring Agency State Agency or University which conducts the purchasing transaction.

Purchasing: University of Wisconsin-Platteville Purchasing Services Section

RFB: Request for Bid including all documents use for soliciting bids.

Specification Description of what the procuring agency requires and consequently, what a bidder must offer to be considered for an award. A specification may be a description of the physical or functional characteristics, or the nature of a supply. It may include a description of ant requirement for inspecting, testing, or preparing a supply item for delivery, the necessary performance criteria, and a description of the procedures to be followed when submitting and evaluating bid.

State: State of Wisconsin

University: University of Wisconsin Platteville
Vendor: Firm submitting a bid in response to this Request for Bid
May Discretionary
Must: Requirement is mandatory
Shall: Requirement is mandatory
Should: Desired but not mandatory

1.0 INTRODUCTION AND PURPOSE:

1.1 SCOPE: The University of Wisconsin Platteville (University), through its Purchasing Services Department intends to use this this bid for the purchase of band uniforms.

1.2 REASONABLE ACCOMMODATIONS: University of Wisconsin Platteville (the University) will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations at a bid opening/vendor conference, contact Lewis Bettinger at 608-342-1221 (voice) or 608-342-1220 (FAX).

1.4 OVERVIEW OF PROCURING AGENCY: The University of Wisconsin-Platteville is located in Southwestern Wisconsin in Platteville, Wisconsin a city with a population of some 11,000. Student enrollment is approximately 7,500, 90 percent of which are undergraduates of those 2700 students live in 10 on campus resident halls.

1.5 METHOD OF AWARD: The award will be based upon the low total from the lowest responsive, responsible bidder. Award of the bid will be based on lowest cost available from a vendor that meets the described specifications. The University reserves the right to select alternate supply sources based on performance criteria. Any and all service and/or handling fees must listed in the bid response. Any charges not listed in the bid response will not be accepted. The University reserves the right to reject any and all bids. This agreement is subject to termination by the University upon failure to provide the equipment or service specified in this bid. This agreement may be terminated by either party upon ninety (90) days written notice. This agreement may be modified at any time by mutual agreement of both parties.

1.6 NAME BRANDS: It is the intention of the University to offer equal opportunity to all bidders. The use of name brands or proprietary brands are used to describe style or quality and are not intended to be restrictive. Materials and items referred to in these specifications are available to all vendors.

1.7 TERMINATION AND CANCELLATION

1.7.1 TERMINATION FOR CAUSE

The University may terminate the Contract after providing the Contractor with 30 calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the State 120 calendar days' notice of the State's right to cure a failure of the State to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.

1.7.2 TERMINATION FOR CONVENIENCE

Either party may terminate the Contract at any time, without cause, by providing a written notice; the State by providing at least 30 calendar days' notice to the Contractor, and the Contractor providing at least 120 calendar days' notice to the State in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the State, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the State, the Contractor may be compensated for the actual service hours provided. The State shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within 30 days of written notice to the Contractor requesting the refund.

1.7.3 TERMINATION FOR CHANGE IN LAW

This Contract may be terminated either by mutual agreement or at the discretion of the State following any amendment to, or judicial interpretation of, Federal or State law that:

- Renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary
- Renders accomplishment of the Contract's objectives impossible, patently unreasonable, or unnecessary.

1.7.4 CONTRACT CANCELLATION

The State of Wisconsin reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- Breaches or defaults an obligation under the Contract as follows:
- Fails to perform any material obligation required under the Contract;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of s. 77.66 of the Wisconsin Statutes;
- Incurs a delinquent Wisconsin tax liability;
- Fails to submit a nondiscrimination or affirmative action plan as required herein;
- Fails to follow the nondiscrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
- Becomes a federally debarred Contractor;
- Is excluded from federal procurement and non-procurement Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- Fails to maintain the confidentiality of the State's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
  Contractor performance threatens the health or safety of a State or municipal employee.

1.8 VENDORNET REGISTRATION

Only vendors registered with the State of Wisconsin's VendorNet will receive future official notice for this service/commodity. The State of Wisconsin's purchasing information and vendor notification service is available to all businesses and organizations that want to sell to the University. Anyone may access VendorNet on the Internet at http://vendornet.state.wi.us to get information on state purchasing practices and policies, goods and services that the state buys, and tips on selling to the state. Vendors may use the same Web site address for inclusion on the bidders list for goods and services that the organization wants to sell to the state. A subscription with notification guarantees the organization will receive an e-mail message each time a state agency, including any campus of the University of Wisconsin System, posts a request for bid or a request for proposal in their designated commodity/service area(s) with an estimated value over $50,000. Organizations without Internet access receive paper copies in the mail. Increasingly, state agencies also are using VendorNet to post simplified bids valued at $25,000 or less. Vendors also may receive e-mail notices of these simplified bid opportunities.

1.9 VENDOR AGREEMENTS/CONTRACTS

The University will not sign Vendor-supplied agreements/contracts. Agency Purchase Orders along with this document and any amendments to this document, listing all required and necessary items will serve as the only contract document.

1.10 SUPPLIER DIVERSITY

1.10.1 Minority Business Enterprise Program (MBE)

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The University of Wisconsin-Platteville is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that minority-owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

1.10.2 Woman Owned Business (WBE)

The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.

The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

1.10.3 Disabled Veteran Owned Business (DVB)

The State of Wisconsin policy provides that Disabled Veteran-Owned businesses certified by the Wisconsin Department of Commerce should have the maximum

opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

2.0 BID PROCEDURES AND INSTRUCTIONS:

2.1 METHOD OF BID:
Vendors must submit one original set of all materials required for acceptance of their bid proposal by the deadline shown on this Request for Bid form to:

USPS ADDRESS

Lewis Bettinger/Purchasing
University of Wisconsin-Platteville
2201 Ullsvik Hall
Platteville, WI 53819-3099

FAX 608-342-1222

Bids must be received by the receptionist in the above office. All bids must be time-stamped in by the University's Purchasing Office prior to the stated opening time. Bids not so stamped will be considered late. Receipt of a bid by the State mail system does not constitute receipt of a bid by the University's Purchasing Office, for purposes of this request for bids.

All bids must be packaged, sealed, and show the following information on the outside of the package:

Vendor's Name and Address
Request for Bids Title
Request for Bids Number
Bid Due Date

2.2 CALENDAR OF EVENTS: Listed below are important dates and times by which actions related to this Request for Bids (RFB) must be completed. In the event that the University finds it necessary to change any of these dates and times it will do so by issuing a supplement to this RFB.

DATE		EVENT
April 26, 2013		Date of issue of the RFB.
May 6, 2013		Bid questions due from vendors
May 8, 2013		Answers to Questions Posted on Vendornet
May 15, 2013	3:00 PM	Bids due from vendors.

2.3 FORMAT OF BID: Vendors responding to this RFB must comply with the following format requirements:

a) SIGNED REQUEST FOR BID SHEET: Include the signed Request for Bid sheet included with the bid and those certifications required for submittal of a bid. Bids submitted in response to this RFB must be signed by the person in the vendor's organization who is responsible for the decision as to the prices being offered in the bid or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices.

By submitting a signed bid, the vendor's signatories certify that in connection with this procurement: (a) the vendor's organization or an agent of the vendor's organization has arrived at the prices in its bid without consultation, communication or agreement with any other respondent or with any competitor for the purpose of restricting competition, (b) the prices quoted in the bid have not been knowingly disclosed by the vendor's organization or by any agent of the vendor's organization and will not be knowingly disclosed by same, directly or indirectly, to any other respondent or to any competitor, and (c) no attempt has been made or will be made by the vendor's organization or by any agent of the vendor's organization to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(b) State of Wisconsin Terms and Conditions: These standard terms and conditions shall govern this proposal and subsequent award. Vendors must accept these terms and conditions **or submit point-by-point exceptions along with proposed alternative or additional language for each point, including any vendor contracts**. **Submission of any standard vendor contracts as a substitute for language in the terms and conditions is not a sufficient response to this requirement and may result in rejection of the vendor's proposal.** The State reserves the right to negotiate contractual terms and conditions other than those in the State of Wisconsin Contract when it is in the best interest of the State to do so.

(c) ADDITIONAL INFORMATION: Include Attachment A, checklist, bid submittal page, the completed Vendor Information Sheet (DOA-3477), Vendor Reference Sheet (DOA-3478), Vendor Agreement (DOA-3333) and any other forms required in the bid. Include all additional information that will be essential to an understanding of the bid. This might include diagrams, excerpts from manuals, or other explanatory documentation that would clarify and/or substantiate the bid document.

(d) COST INFORMATION: Provide cost information on the Request for Bid sheet or the cost sheets (Attachment) included in this RFB. All costs for furnishing the product(s) and/or service(s) included in the bid in accordance with the terms and conditions in this RFB must be included.

2.4 MULTIPLE BIDS: Multiple bids from a vendor will be permissible, however each bid must conform fully to the requirements for bid submission. Each such bid must be separately submitted and labeled as Bid #1, Bid #2, etc. on each page included in the response. Alternate acquisition plans do not constitute multiple bids.

2.5 INCURRING COSTS: The University is not liable for any cost incurred by a vendor in the process of responding to this RFB.

2.6 QUESTIONS: Any questions concerning this RFB must be submitted in writing on or before May 6, 2013 to: bettingerl@uwplatt.edu

Vendors are expected to raise any questions, exceptions, or additions they have concerning the RFB document or the attached State of Wisconsin Contract at this point in the RFB process. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFB document.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on VendorNet.

From the date of release of this RFP, until a Letter of Intent is issued, all contacts with the University regarding this RFP shall be made through this purchasing department. Violation of this condition may be considered sufficient cause for rejection of a proposal, irrespective of any other considerations.

Each bid shall stipulate that it is predicated upon the terms and conditions of this RFB and any supplements or revisions thereof.

2.7 NEWS RELEASES: News releases pertaining to the RFB or to the acceptance, rejection, or evaluation of bids shall not be made without the prior written approval of the University.

3.0 BID ACCEPTANCE, EVALUATION AND AWARD:

3.1 BID OPENING: Bids will be opened on May 15, 2013 3:00 PM, in 2201 Ullsvik Hall, UW-Platteville, Platteville, WI.

3.2 BID ACCEPTANCE: Bids which do not comply with instructions or are unable to comply with specifications contained in this RFB may be rejected by the University. The University may request reports on a vendor's financial stability and if financial stability is not substantiated may reject a vendor's bid. The University retains the right to accept or reject any or all bids, or accept or reject any part of a bid deemed to be in the best interest of the University. The University shall be the sole judge as to compliance with the instructions contained in this RFB.

3.3 BID EVALUATION: Bids will be evaluated by the Department's purchasing agent and program manager to verify that they will meet all specified requirements in this RFB. This verification may include requesting reports on the vendor's financial stability, conducting demonstrations of the vendor's proposed products(s) and/or service(s), and reviewing results of past awards to the vendor by the State of Wisconsin.

Bids from certified Minority Business Enterprises may be provided up to a five percent (5%) bid preference in accordance with Wis. Stats. s. 16.75(3m).

3.4 NOTIFICATION OF INTENT TO AWARD: Any vendors who respond to this RFB, with a bid, will be notified in writing of the State's intent to award the contract(s) as a result of this RFB.

After notification of the intent to award is made, and under the supervision of agency staff, copies of bids will be available for public inspection 8:30 a.m. to 3:00 p.m. at 2201 Ullsvik Hall, 1 University Plaza, Platteville WI 53818. Vendors should schedule reviews with Lew Bettinger at 608-342-1221 to ensure that space is available for the review.

4.0 SAMPLE UNIFORM

4.1 All bidders must submit an exact sample uniform together with their proposals. This sample uniform must be in the same color as the uniform proposed; it should reflect the exact style, and must reflect the tailoring details as would be found in the uniform being proposed, and of the uniform which would be furnished if awarded the Contract by the University. Where special construction features are specified, these must be furnished with the bid showing the manufacturer’s version of the feature. All major items being proposed must have a sample presented for comparison. It is to be completely understood that it is the intent of the University to have all items examined carefully and compared by persons conversant with quality for evaluation of internal components.

4.2 All bidders must submit liberal sized swatches of the materials to be used in the final product in the color and mill-weight as listed in the Uniform Specifications.

5.0 VENDOR CONTACT

Bidder must agree to provide a factory-trained representative to handle all details of the order. Said representative will be responsible for designing, measuring and servicing the order throughout the

initial purchase and on a continuing basis. Bidders must list name, address and telephone number of the representative in their response.

6.0 USER MANUAL

The successful bidder will supply a booklet containing a printout showing each uniform in sequence from smallest size to largest. The printout will indicate wearer identification number, original wearer and key measurements of uniform, i.e. height, weight, hat, chest, waist and outseam. The successful bidder will also supply recommended cleaning instructions for the uniforms and all accessory items; specifying precise details on care and cleaning that are to be utilized in future upkeep and maintenance of the items in this bid.

7.0 SHIPPING

Each uniform is to be thoroughly inspected before shipment. Imperfections shall be corrected before the uniforms are shipped. Uniforms are to be shipped complete with hangers (plastic) in containers. Each wardrobe container shall be marked on exterior to indicate the wearer number of each uniform enclosed. The uniforms will be ready to wear without cleaning or pressing. In the case of damaged shipment, it shall be the responsibility of the receiver to make an appropriate written notice when signing the carrier documents. The receiver shall inventory the damage and advise the uniform manufacturer in detail. Accessories such as sashes, drops, etc., as well as trousers, will be bulk packed unless otherwise specified.

8.0 FABRIC SPECIFICATIONS

8.1 Dacron/Wool blend fabrics must be cold water and alcohol sponged decated and inspected. The Certification of Proof of Sponging provided with this proposal should be completed and returned with your bid. Since this process is critical in the avoidance of excessive shrinkage, failure to submit this certification in writing will be cause for disqualification of the bidder.

8.2 Examine all specifications carefully. It is the intent of the University to audit each sample for strict compliance to the specifications. These specifications encompass methods and materials yielding only the highest quality garment, through specifying only the highest quality materials, components, accouterments and designate only time-proven tailoring of the highest standard. These standards are so stated to insure a garment having a functional lifetime retention period of at least 15 to 20 years, with normal care and maintenance being exercised.

8.3 Woolen Materials: Mill and Mill-Weight are listed in the Uniform Specifications with required shades. When specified, this refers to Premium Quality 100% all wool fine wale whipcord:

- Having been specially treated with the exclusive double dyeing process using chrome bottom dyes, applied in the most effective manner known, insuring color consistency in lot after lot.
- London cold-water sponged and live steam shrunk, meeting United States Standard Shrinkage Specifications of not more than 1%.
- Treat with water-repellent finish by the immersion method, thus imparting water repellency by yielding to not less than a 100-spray rating, and insuring additional resistance to wear by abrasion. Spraying treatment not acceptable.
- Treat to insure a complete guarantee against moth or silverfish damage. This process must be applied by the immersion method and no spray-on treatments will be acceptable.
- Fine wale whip cord, weight is 14 to 14 ½ oz. Water repellent and moth-proof treated. Guaranteed colorfast against light, perspiration, dry cleaning, wet pressing, wet crocking and dry crocking.

8.4 Dacron Wool Materials: Mill, Mill-Weight and specific shades are found in the Uniform Specifications. This material, when specified, refers to material containing 55% Dacron Polyester and 45% Wool. As with all woolen materials, this will be first quality with no flaws or imperfections allowed. This material must be finished with S.E.T., Zepel, or equivalent scientifically engineered Crease Retention and Stain Resistant treatments, thus protecting the material against both oil and water-based stains, as well as assuring the best possible crease retention. The material is to be permanently moth-proofed and guaranteed in the same manner as the all-wool material above. Water repellency to be insured by proper treatment.

8.5 Polyester Materials: Specific shades are found in the Uniform Specifications and as with all-wool and dacron wool materials, will be first quality with no flaws or imperfections. The material is, by its nature, a water and stain repellent fabric, thus eliminating the need for a special treatment. Because there is no wool content, moth-proofing this fabric is not necessary.

IMPORTANT: All bidders are to submit, along with their bids, a certificate stating that the fabrics used in the manufacture of the uniforms will be exact materials called for in the specifications and will be FIRST QUALITY. This certificate must be signed by an official of the Company. BIDDERS NOT FURNISHING THIS CERTIFICATE WILL BE DISQUALIFIED.

9.0 BANDSMAN COAT SPECIFICATIONS

9.1 GENERAL

Due to the unique requirements of a band coat (relative to the number of different wearers, minimum care received, wearing conditions and life expectancy), special patterns, materials, design and construction methods must be applied. These specifications speak directly to the requirements of construction, which allow for professional dry cleaning of the garment.

9.2 PATTERNS

9.2.1 Coat patterns are special band uniform patterns with additional “ease” to allow for freedom of movement, wearing of clothing underneath and the convenient re-issue from year-to-year. Fashion or standard patterns do not allow enough room. Merely up-grading to oversized patterns will result in an unsightly and cumbersome fit.

9.2.2 Computer generated patterns will provide proper fit for all male and female band members, with no restrictions or limitations as to chest size. Likewise, sizes will be assigned in needed “lengths” from XXS through XXXL. Coats will be patterned for EACH even numbered chest size (ex. 38, 40, 42, etc.), rather than just generic S, M, L, etc.

9.2.3 Patterns are to be marked and graded using a computerized system to insure accuracy and updated patterns.

9.3 SIZING

9.3.1 Measurements will be taken under the direction of a factory-trained representative.

9.3.2 Sizes are analyzed by a sizing computer system assigning the closest standard proportion size to each wearer in order to permit re-issuing in subsequent years and to provide a reasonable fit for the initial wearer.

9.4 FABRIC

9.4.1 The shell fabric is Dac/Wool or equivalent synthetic wool blend.

9.4.2 It will be stain resistant, tear resistant, odor resistant, quick drying, colorfast, and will not pill

9.4.3 Any vendor may bid on what they consider their best available wool or dacron/wool fabric for the project. However, any and all deviations must be thoroughly documented.

9.5 LINING

9.5.1 Coat linings are cut from a separate set of patterns designed to fit each specific coat size and style. Linings are not cut from coat shell patterns then cut down to try and fit.

9.5.2 Linings are "FIRST" quality polyester/taffeta (or equivilent) 97GR/Yd, woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer.

9.5.3. In coat styles that do not utilize a back zipper, the coat lining has a vertical pleat running up the center back. This allows fullness, fit and comfort to the overall performance of the coat.

9.5.4. In the armhole area, the coat lining is machine stitched to an ensemble including the outer coat fabric, shoulder pad and sleevehead. Hand sewing or felling does not provide the durability required for armhole construction.

9.5.5 Linings are sewn to the coat bottom edge, and reinforced with pre-shrunk tailoring tape. Straight cut long coats will have an additional ½" lining pleat all around the coat bottom.

9.6. BRAID

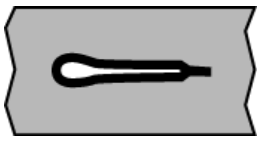
Only first quality washable braid shall be used for trim. Braid trim ¼" or wider, is sewn down with two rows of stitching on looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface to inhibit puckering tendencies.

9.7 BUTTONS

High-quality, rust resistant metal buttons shall be used where specified and they shall be attached by sewing, ring and washer or toggle and washer or tack-back. The buttons shall not alter the washable capabilities of the garment.

9.8 BUTTONHOLES

All coat buttonholes are made with a CUT-FIRST automatic buttonhole machine. The hole is cut first, the edges covered with gimp, then completely sewn to "close" the buttonhole. The buttonhole back is secured and closed with bartack reinforcement.



9.9 ZIPPERS

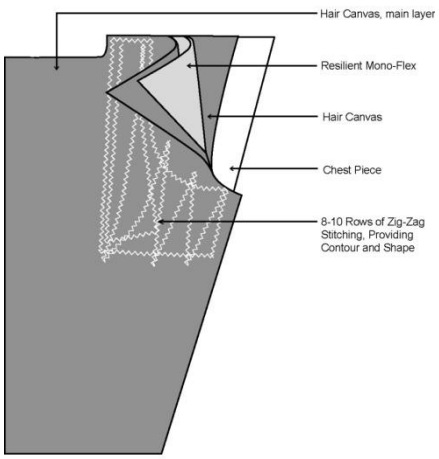
9.9.1 Zippers will be heavy duty, color matched and auto locking.

9.9.2. Zipper tapes are standard 9/16" width, sewn down with locked safety stitching and bar tacked at each end.

9.10 INTERLINING

9.10.1 The interlining will have four-layer construction. More than four layers create stiffness in the coat fronts, resulting in difficult and uncomfortable arm lift maneuvers in marching bands. Less than four layers results in flimsy construction and therefore a rumpled appearance and reduced durability.

Coat Front Interlining



Coat Diagram 1

9.10.2 The main layer of the interlining is a Hymo haircloth or equivalent. This "hair canvas" is a blend of polyester, viscose rayon and genuine natural hair, which gives it soft resilience. This canvas will be 100% washable with no shrinkage or loss of rigidity. The layer extends the complete length of the coat front, from shoulder seam down to the coat bottom.

9.10.3 The second layer will be a resilient 27.6% rayon/72.4% polyester canvas "MONO-FLEX" chest piece 4.2 oz in weight or equivilent. Its dimensions are 6" wide x 6 ¾" long and extends downward from the upper chest area.

9.10.4 The third layer will be another piece of hair canvas (as per 9.10.2 above) 8" wide and 12" long, extending downward from the upper chest area, and completely covering the MONO-FLEX.

9.10.5 The fourth layer will be a ¼" thick padding of 3.6 ounce 100% polyester non-woven material that is soakable and non-shrinkable. This white chestpiece pad extends approximately 6" below the armhole.

NOTE: In white coats and other light color fabric shades, a piece of thin Poly-sil white curtain will be added to prevent "shadowing" of the haircloth interlining through the outer coat fabric.

9.10.6 This entire multilayered interliner shall be sewn together with a series of eight to ten rows (depending on chest size) of zig zag stitching spaced approximately 1" apart. This is the optimum number of rows as recommended by the garment industry standards. Too many rows will reduce the flexibility, comfort and fit. Too few rows will limit durability and lifetime.

9.10.7 The interliner will be secured to the coat shell fabric and coat lining, in the neckhole, armhole, bottom front and along the coat closure edge. A tailoring tape of 100% PIMA cotton, triple cold water shrunk, is included in these seams for added durability. The interlining is NOT sewn into the shoulder seam, nor the side of the coat. This allows flexibility and "give" to the entire coat front construction.

NOTE: The above construction is a time proven procedure. Under no circumstances are the haircloth and sewing operations to be substituted with a fusing or gluing operation.

9.11 ARMHOLES

9.11.1 Armholes shall be oval shaped and allow sleeve to be pitched forward 3-4 degrees to maximize comfort and ease of movement with minimum distortion to the coat.

9.11.2 The armhole shall be reinforced with ¼" pre-shrunk cotton tape all around to prevent stretching in the armhole.

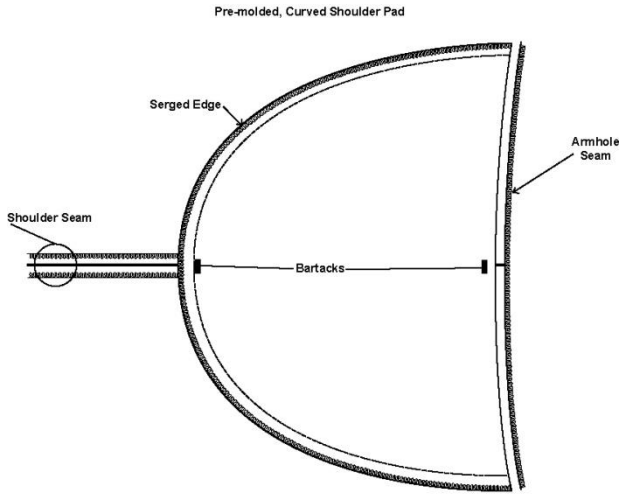
9.11.3. The entire armhole shall employ machine lock stitching. Hand or machine "felling" will not be accepted.

9.11.4 The underarm portion of the armhole will have a bi-swing gusset allowance that allows freedom of movement.

9.12 SHOULDER PADS

9.12.1 Shoulder pads shall be high quality foam, covered all around with a lightweight polyester lining, serge stitched around the curvature of the pad and are washable or dry cleanable.

9.12.2 Shoulder pad size shall be minimum of 5" x 9" on regular width coat styles.

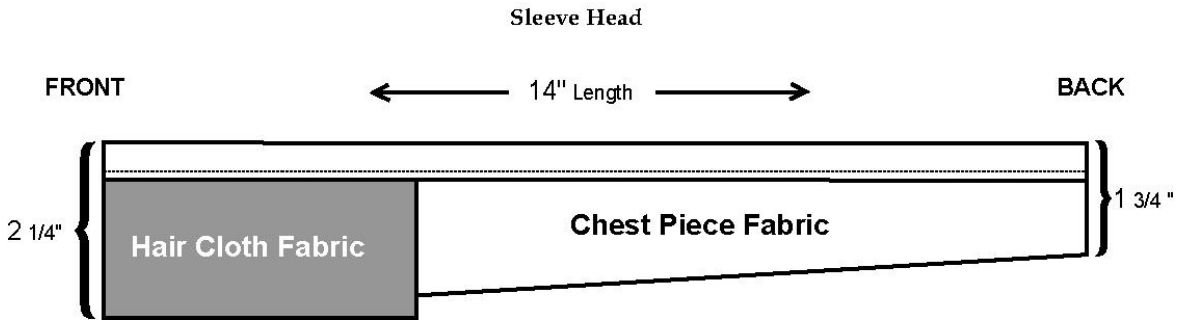


Shoulder Pad View

9.13 SLEEVE HEADS

The sleevehead will provide fullness and shape to the top of the sleeve as it is sewn to the coat body. It will consists of a separate strip of material used for the white chest piece pad in the interlining. The sleeve head has a length of 14" and will be equally positioned over the shoulder, to the front and back of the upper sleeve seam. The finished width is 2 ¼" at lower front, and tapers to a 1 ¾" width at lower back. The construction consists of a ¾" turnback on the armhole edge, and has a seam spaced ½" from the edge. Sewn into the

lower front portion of the white pad strip, is a 2 ½" x 4 ½" piece of "haircloth" as described in the Interlining section.



9.14 SLEEVE STITCHING

9.14.1 Sleeves shall be set with machine lock stitch to insure proper distribution of fullness and durability.

9.14.2 Fullness shall be sheered in by top-feed sewing machines.

9.15 ARMHOLE LINING FINISH

9.15.1 The bottom of the sleeve armhole shall be lock-stitched through two layers of lining, two layers of fabric and armshield.

9.15.2 The top shall be sewn through the coat lining, sleeve fabric, sleeve head, shoulder pad and shoulder strap with lock stitching.

9.15.3 The entire armhole has tailoring tape all around.

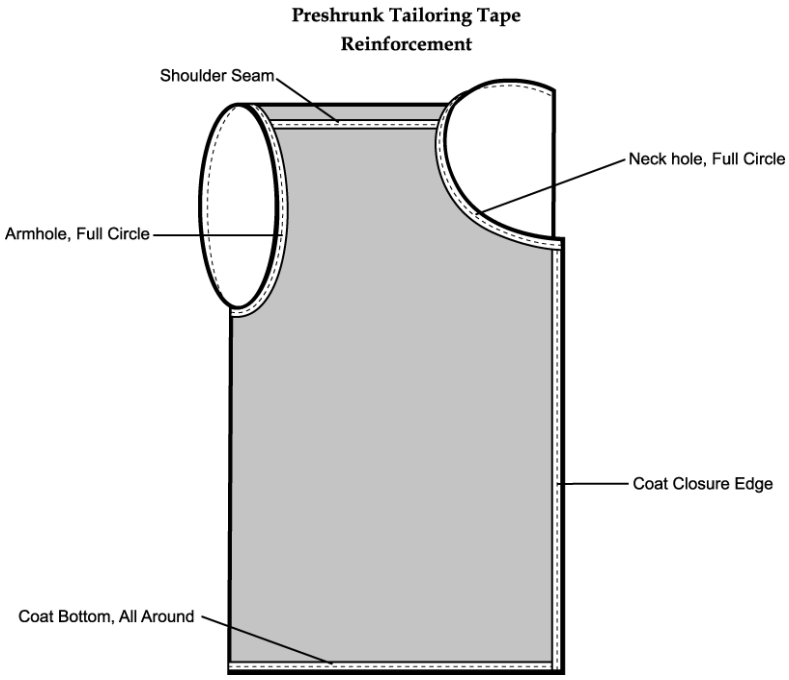
9.15.4 "Felling" by hand or machine is not acceptable when closing the armhole.

9.16 TAPING

9.16.1 All seams in high stress areas are to be reinforced with tailoring tape to prevent stretching, and add durability to the seam. These tapes are pre-shrunk.

9.16.2 Areas of this taping procedure include the following:

- All around the neck opening where collar joins the coat.
- Coat closure edges and completely around the bottom.
- Complete circumference of the armhole.
- Shoulder seams from collar (neck opening) to sleeve seam - except canopy coats.



9.17 POCKETS

9.17.1 All inside pockets shall be constructed with a pocket welter and shall be reinforced with a non-woven fabric.

9.17.2 Pocketing material shall be 80/20 poly cotton, 100% poly fill, pre-cured finish, 3.05 YPP, 78/54 twill weave or equivilent.

9.17.3 Upper and lower welts of the inside breast pocket are to be 100% polyester material and pellon backed.

9.17.4 Pocket bag shall be constructed on one piece of pocketing with no open seams at the bottom.

9.17.5 There shall be a tack at each end of pocket opening through all layers of pocketing. Tacks shall be concealed.

9.17.6. Pockets made of lining or lightweight material shall not be acceptable.

9.18 SLEEVES

9.18.1 Sleeves cuffs will have an approximate 4” turn up, which incorporates both the coat sleeve fabric and lining. This turn back includes a 3/8” binding at lower cuff edge.

9.18.2 The forward and trailing sleeve seams in the 50/50 sleeve pattern are equipped with a series of gripper snap rings and post hardware. Two posts, spaced 1” apart, are applied to the lower sleeve cuff edge, at both seams in each sleeve. Six ring style fasteners are positioned starting 2 ½” up from the cuff edge and are spaced 1” apart. Coats are shipped fully steam pressed, but without a crease at sleeve cuff bottoms.

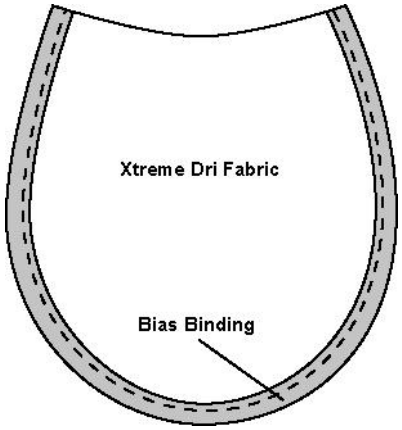
9.18.3 Sleeve cuffs with extensive cuff trim (appliques, inserts, looped braid designs, embroidery) are reinforced with non-woven material, bonded permanently to the inside of the coat fabric extending up toward the elbow area. This addition prevents puckering tendencies created by use of fabrics, braids, etc. which each have a different coefficient of stretching.

9.18.4. Shoulder lettering and embroidered logo trim have a reinforced backing layer on the inside of the sleeve.

9.19 ARMSHIELDS

9.19.1 The armshield is engineered to minimize the long-term effects of perspiration over the lifetime of the garment. Perspiration consists of moisture, salts, weak organic acids and body oils. Xtreme Dri or equivalent fabric having wicking properties is specified for use as the armshield. ("Felt-like" fabrics that retain perspiration are not in the best interest of the garment). In addition to the wicking property, this Xtreme Dri shield has soil release, high permeability for airflow, and exhibits rapid evaporation.

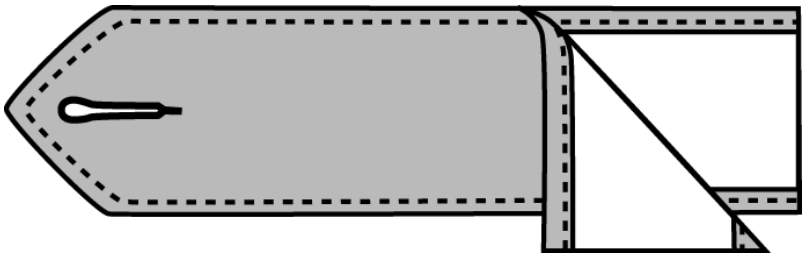
9.19.2 The armshield is approximately 4" x 4" in dimension, bound with double folded bias rayon on both sides and the bottom, then machine sewn into the armhole.



9.20 SHOULDER STRAPS

9.20.1 Both the upper and lower layers of the shoulder strap are interlined with permanently bonded, non-woven material. This four layer ensemble is secured with an inside hidden stitch then top-stitched all around the edge, set in approximately ¼". These layers are die-cut to insure exact conformity in shape and size, throughout the lifetime of the garment.

9.20.2 Buttonholes are the CUT-FIRST style, having all raw edges reinforced with gimp, then solid stitching as described earlier in the Buttonhole section.



9.21 STANDING COMFORT COLLAR

9.21.1 The collar will be cut from a curved pattern. This allows a front "drop" to fit the downward front slope of the natural human body configuration. This item is NOT to be cut in a straight pattern.

9.21.2 There are a total of eight layers in this comfort collar construction.

- The collar lining of Xtreme Dri or equivalent fabric, as described in the fabric section, has a non-woven material, permanently sewn and bonded to the inside.

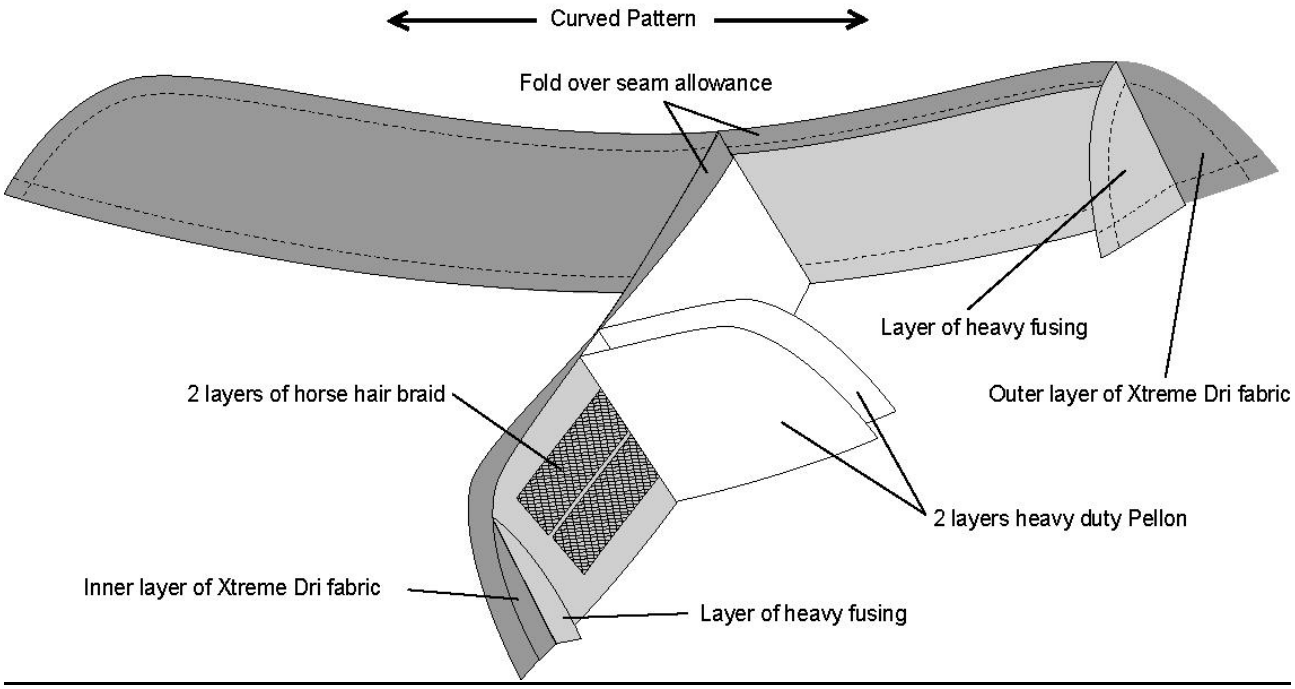
- Sewn directly to the inboard surface of this tandem collar lining construction, centered on the lining and running the circumference of the collar will be two layers of 3/8" horse hair braid reinforcement.

- The outer collar shell, also made of Dac/Wool, has a non-woven material permanently sewn and bonded to the inside.

- Both the collar lining construction and the outer collar shell construction are sewn to two base layers of heavy duty Pellon forming the finished comfort collar.

NOTE: The entire sewing operation in the construction of the collar is "machine-sewn". Hand sewing simply cannot insure the required durability.

Comfort Collar


Curved Pattern
Fold over seam allowance
Layer of heavy fusing
Outer layer of Xtreme Dri fabric
2 layers of horse hair braid
2 layers heavy duty Pellon
Inner layer of Xtreme Dri fabric
Layer of heavy fusing

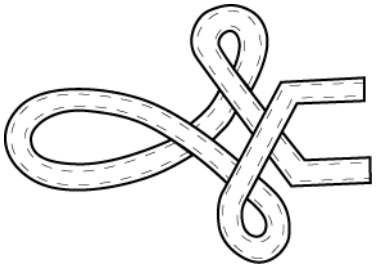
9.22 "WRAP" COAT COLLAR

The standing collar on the wrap style coat will be "soft", in that there is no inner layer of stiff mylar. This collar will generally measure 1 ¾" finished width. The inside lining is Xtreme Dri or equivilentfabric having a permanently bonded layer of non-woven fabric to reinforce the collar. The outer layer of the collar is also Dac/Wool or equivalent fabric having a reinforcing layer of monoflex (resilient canvas of 27.6% rayon/72.4% polyester – 4.2 oz. weight) stitched in. This results in a reinforced "soft" collar having four layers. All exposed edges are turned inward with an invisible row of stitching. A visible row of topstitching is added all around the edge. There will not be any exposed, rough edges.

9.23 COAT TRIM

9.23.1 All trim must be sewn to the outer coat fabric before the lining and interlining are joined to the coat. Trim sewn through the interlining and lining is not acceptable.

9.23.2 Washable braid trim of ¼" or wider is sewn down with two rows of stitching. This includes looped trims as well as straight line. In addition, looped trim is reinforced with a layer of non-woven fabric, permanently bonded to the inside coat fabric surface, to inhibit puckering tendencies.



9.24 SEAMS

The center back seam and side body seams shall be 5/8". Seams are to be plain with a minimum of 1 ¼" - 1 ½" total outlet in the side body seams and ¾" in the back seams. Coat is to be completely machine stitched except in areas where tailoring or appearance necessitates other methods. The ends of all seams and stitching shall be back-stitched not less than ¼". Thread breaks of all stitch types must be secured by stitching back from break ½" to 1". Coat is to be tailored with a four-piece back, comprised of a center back seam and two additional back body seams curving from sleeve seam downward and running out the coat bottom.

9.25 THREAD

Threads used throughout the garment will be TEX 40 size, 29/2 gauge and 4.56 lb. tensile strength. All threads used are to be heat resistant, vat dyed, sunfast, dry cleanable pre-shrunk and moisture proof. In areas of multiple color trim panels, a monofilament thread may be indicated. This thread is a 330 denier and has a .008 diameter rating. The manufacturer's warranty includes all threads used throughout the uniform construction.

9.26

Fabric TYPE	COLOR	WEIGHT
100% Synthetic/wool blend	Dac/Wool Special Dye Blue	13.5 oz.
100% Synthetic	XD2 Divine White	13.5oz

9.27 SPECIAL DETAILS: Full construction that also has performance-wear "Aerocool" or equivilent lining for maximum breathability and comfort for the wearer. "Aerocool" lining is

woven to absorb and evaporate moisture rapidly by capillary effect. The absorption, diffusion and evaporation system of this lining is designed to maintain cool body temperature and excellent comfort for the wearer. There are special pre-molded (3/4" thick) firm foam shoulder pads with nylon tricot covering measuring 5" wide x 9" long at each shoulder.

Each coat will have snap tape at the cuffs to allow for adjustable hems without the necessity of sewing and freedom of movement patterns for the wearers comfort. The sleeves are a special pattern that allows for freedom of movement for each wearer. Each coat also has an identification number and barcode displayed on the linen ticket sewn inside. Extended shoulder patterns for versatility as well.

9.28 FRONT TRIM: Set along the blue/white split is a front slash design approx 4" wide of Orange Glacier Twill #GL-18 (100% polyester), with a ¼" stripe of gold metallic glitter slightly covering each edge. Set on the left chest is a straight (wide) design of approved University logos "MARCHING" of orange and "PIONEERS" of blue below, all direct embroidery.

9.29 BACK TRIM: Fabric of Dac/Wool Special Dye Blue

9.30 COLLAR: Rounded edge comfort collar of XD2 Divine White and lined with XD Raven Black (100% synthetic) or equivalent. The "comfort" collar has eight layers of construction. The collar lining has a non woven material, permanently sewn and bonded to the inside. Sewn directly to the inboard surface of this tandem collar lining construction, centered on the lining and running the circumference of the collar are two layers of 3/8" horse hair reinforcement. Both the collar lining construction and the outer shell construction are sewn to the two base layers of heavy duty Pellon forming the finished comfort collar. Set on each front edge is an approx 1" high special pick-axe school logo design of blue, orange and white direct embroidery details.

9.31 SHOULDER STRAPS: Both are of Orange Glacier Twill #GL-18 (100% polyester), with a ¼" stripe of Gold Metallic glitter set flush to each edge, with a second ¼" stripe of Dac/Wool Special Dye Blue butted to the inside edge of the gold, and secured with a 24L Gilt Lyre button.

9.32 UPPER SLEEVE & CUFF TRIM: The right sleeve is Dac/Wool Special Dye Blue and the left sleeve of XD2 Divine White or equivilents. The right sleeve has an approx 4" circle emblem patch of StanTwill#PP10 royal attached with matching blue satin stitch, with special school logo inside of matching embroidery in orange, white and blue and a diagonal cuff of XD2 Divine White. Each sleeve will then have cuff trim of a 1" diagonal stripe of Dac/Wool Special Dye Blue with a ½" stripe of Orange Glacier Twill #GL-18 centered on top, then a ¼" stripe of gold metallic glitter butted to the top of the blue.

10.0 BANDSMAN JUMPSUIT SPECIFICATIONS

10.1 GENERAL

Jumpsuits are special marching band construction and design. They shall not employ fashion tailoring techniques, materials and patterns that will not withstand the rigorous end use of band uniforms. Fashion pocketing, waistband material and construction, lightweight snaps and hooks are not acceptable.

10.2 PATTERNS

10.2.1 The patterns and style must be in keeping with the end use of marching, with maximum capability to be adjusted for fitting a variety of wearers from year to year.

10.2.2 They must have ample room for movement and be nonrestrictive for marching, in the seat, thigh and ankle area. The dimensions of a jumpsuit for a 38 regular male, shall not be less than 18" circumference at cuff and 23" at thigh.

10.3 FRONT CLOSURE

10.3.1 The fly zipper will be brass "Y.K.K." with a double locking slide. There is a metal stop at the base of the fly zipper. The fly teeth will extend completely up to the top of the waistband.

10.3.2 The outside fly consists of the outer shell fabric and an inner layer of shell fabric.

10.3.3 The inside fly is constructed with the zipper tape sewn flush to the edge

10.11 CROTCH REINFORCEMENT

10.11.1 There will be a "four-way " crotch reinforcement consisting of 80/20 poly cotton, 10% poly fill, 3.5 yard per pound, pre-cured finish fabric.

10.11.2 There will be four, two ply sections, one on each side of the intersection of the fly, seat seam and inseams.

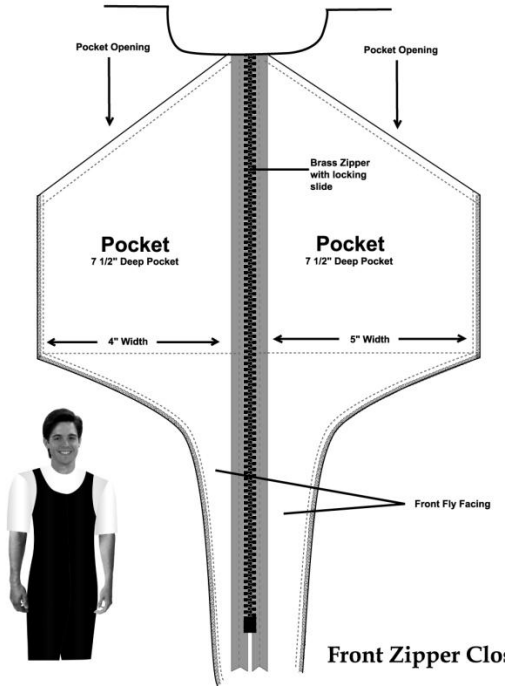
10.11.3 Crotch area is clean finished with no pieces extending from top of inseams.

10.12 POCKETS

10.12.1 Pockets are made of the outer shell fabric, and are a lateral extension of the zipper fly facings on both sides of the front fly. There are two front pockets in each jumpsuit/bibber trouser.

10.12.2 The pockets are 4" – 5" wide. The pocket depth is 7 ½" along the front fly edge, with a diagonal opening of 5 ½". The lateral pocket depth is 4".

Utility Jumpsuit/Bibber
Inside View



Front Zipper Closure

10.13 INSEAM

10.13.1 The trouser is unhemmed, with the bottom edge finished all around in a serge stitch.

10.13.2 The inseam will allow ample length for a cuff hem, and is constructed with a flat seam having a 1" outlet.

10.14 SEAMS

10.14.1 The center back (seat) seam is finished using two rows of locked chain stitching for seam strength and durability. It is a flat seam with a 2" outlet.

10.14.2 The outseam is secured with a safety double seam stitch.

10.15 PERMANENT SUSPENDERS

10.15.1 Suspenders are made of whipcord fabric. Color shall match jumpsuits. Nylon webbing shall not be used because the adjusting slide will not remain in set position under tension from movement.

15.15.2 Suspenders are two-ply, topstitched, and have interlining for body. This will insure the adjustable slide remaining in set position; suspenders will launder or dry clean as well as the jumpsuit.

10.15.3 All hardware is unbreakable nylon as used in parachutes and life vests; unbreakable, unbendable and not subject to tarnishing or rusting. It will not cause undue abrasion on jumpsuit during dry clean tumbling.

10.15.4 Suspenders are self faced and interlined with pellon. Lining of belting or pocketing is not acceptable.

10.16 PERIMETER SERGING

10.16.1 All exposed "raw" edges are finished with a serging stitch of no less than 10 per inch, tight to edge, to prevent fraying.

10.16.2 Serging thread is polyester.

10.17 Fabric

TYPE	COLOR	WEIGHT
100% Synthetic/wool blend	Dac/Wool Special Dye Blue	13.5 oz.

10.18 **SPECIAL FEATURES AND DETAILS:** Barcodes and Identification numbers. The shoulder straps are 1 ¼" wide with elastic for wearers comfort, set in a racer-back style. Four-way reinforced crotch. Three inch (3") let-out center back, Inseam sewn with 1" seams for let out, and special snap tape hems that are set 1" apart for ease in adjustment. Permanently stitched crease on the front of each leg.

11.0 BANDSMAN HEADGEAR SPECIFICATIONS

- **TYPE:** Shako
- **STYLE:** Flat Top
- **PLUMEHOLDER:** Center Front
- **TOP MATERIAL:** Platinum White Grained Vinyl
- **SIDE MATERIAL:** Dac/Wool Special Dye Blue

- **BANDS:** Both of Platinum White Grained Vinyl, each piped with 630 Orange nylon piping.
- **VISOR:** White with gilt edge
- **CHINSTRAP:** White with gilt buckle
- **FRONT CHAIN:** Gilt Chain
- **SIDE BUTTONS:** 45L Gilt Lyre
- **ORNAMENT:** S-100 Gilt lyre
- **SPECIAL TRIM DETAILS:** Metal hook in back of shako for chinstrap. Screw post and nut plume holder attachment.

12.0 BANDSMAN & DRUMLINE ACCESSORIES

12.1 PLUME: 8" White Marabou Fountain with gilt cup

12.2 GARMENT BAG: 200 Denier nylon bag, with accessory pocket in back. Heavy-duty front, and back zipper. There is a Clear vinyl ID window, sewn onto front and a one color imprint for the school.

13.0 DRUMLINE COAT STYLING SPECIFICAIONS

13.1 Quality of material, design and construction will reflect those specifications in section 9.0 Bandsman's Coat Specifications.

13.2 FABRIC:

(Type)	(Color)	(Weight)
100% Synthetic/wool blend	Dac/Wool Raven Black	13.5 oz.
100% Synthetic	XD2 Divine White	13.5oz

13.3 STYLE: Waist length coat with a center bottom point in front and a slightly curved diagonal split from the right shoulder down to left coat bottom. Back cut straight.

13.4 CLOSURE: Back concealed zipper with a heavy duty Black Nylon zipper to zip down, with three snaps for flap closure.

13.5 The coat has snap tape at the cuffs to allow for adjustable hems without the necessity of sewing. The sleeves are a special pattern that allows for freedom of movement for the wearer. The coat also has extended shoulders to allow for more comfort for the wearer. There are special pre-molded (3/4" thick) firm foam shoulder pads with nylon tricot covering measuring 5" wide x 9" long at each shoulder. Each coat has an identification number and barcode displayed on their linen tickets sewn inside.

13.6 FRONT TRIM: Set along the black/white split is a front slash design approx 4" wide of Orange Glacier Twill #GL-18 (100% Polyester) with a ¼" stripe of gold metallic glitter slightly covering each edge. Set on the left chest is a straight (wide) design of approved University logos "MARCHING" of orange and "PIONEERS" of blue below, all direct embroidery.

13.7 BACK TRIM: Fabric of Dac/Wool Raven Black.

13.8 COLLAR: Rounded edge comfort collar of XD2 Divine White and lined with XD Raven Black (100% synthetic). The "comfort" collar has eight layers of construction. The collar lining has a non woven material, permanently sewn and bonded to the inside. Sewn directly to the inboard surface of this tandem collar lining construction, centered on the lining and running the circumference of the collar are two layers of 3/8" horse hair reinforcement. Both the collar lining construction and the outer shell construction are sewn to the two base layers of heavy duty Pellon forming the finished comfort collar. Set on each front edge is an approx 1" high special pick-axe school logo design of blue, orange and white direct embroidery details.

13.9 SHOULDER STRAPS: Both are of Orange Glacier Twill #GL-18 (100% polyester), with a ¼" stripe of Gold Metallic glitter set flush to each edge, with a second ¼" stripe of Dac/Wool Raven Black butted to the inside edge of the gold, and secured with a 24L Gilt Lyre button.

13.10 UPPER SLEEVE & CUFF TRIM**:** The right sleeve is Dac/Wool Raven Black and the left sleeve of XD2 Divine White. The right sleeve has an approx 4" circle emblem patch of StanTwill#PP10 royal attached with matching blue satin stitch, with special school logo inside of matching embroidery in orange, white and blue and a diagonal cuff of XD2 Divine White. Each sleeve will then have cuff trim of a 1" diagonal stripe of Dac/Wool Raven Black with a ½" stripe of Orange Glacier Twill #GL-18 centered on top, then a ¼" stripe of gold metallic glitter butted to the top of the black.

14.0 DRUMLINE JUMPSUIT SPECIFICATIONS

14.1	(Type)	(Color)	(Weight)
FABRIC:	100% Synthetic/wool blend	Dac/Wool Raven Black	13.5 oz.

14.2 OPTIONS: One-Half (1/2) Lined _____
Back Zipper _____

14.3 POCKETS**:** Yes – two as part of the inside fly

14.4 SPECIAL FEATURES AND DETAILS: Barcodes and Identification numbers. The shoulder straps are 1 ¼" wide with elastic for wearers comfort, set in a racer-back style. Four-way reinforced crotch. Three inch (3") let-out center back, Inseam sewn with 1" seams for let out, and special snap tape hems that are set 1" apart for ease in adjustment.

14.5 DRUMLINE HEADGEAR:

TYPE: Shako
STYLE: Flat Top
PLUMEHOLDER: Center Front
TOP MATERIAL: Black Grained Vinyl
SIDE MATERIAL: Dac/Wool Raven Black
BANDS: Both of Black Grained Vinyl, each piped with 630 Orange nylon piping.
VISOR: Black with gilt edge
CHINSTRAP: White with gilt buckle
FRONT CHAIN: Gilt Chain
SIDE BUTTONS: 45L Gilt Lyre
ORNAMENT: S-600 Gilt American star
SPECIAL TRIM DETAILS: Metal hook in back of shako for chinstrap. Screw post and nut plume holder attachment.

15.0 SHAKO CONSTRUCTION SPECIFICATIONS

15.1 GENERAL

It is important that the shakos be made by the manufacturer of the uniforms. This will insure that all the manufacturer's quality control practices will be followed. The practices include (but are not limited to), workmanship consistent with uniform, fabric matching, and timely delivery.

15.2 BODY

15.2.1 Shako body is vacuum-formed high impact styrene .135" gauge white plastic and has high rubber content to prevent cracking. Body is pliable and flexible to conform to wearer's head, in an "oval" shape, rather than circular or round.

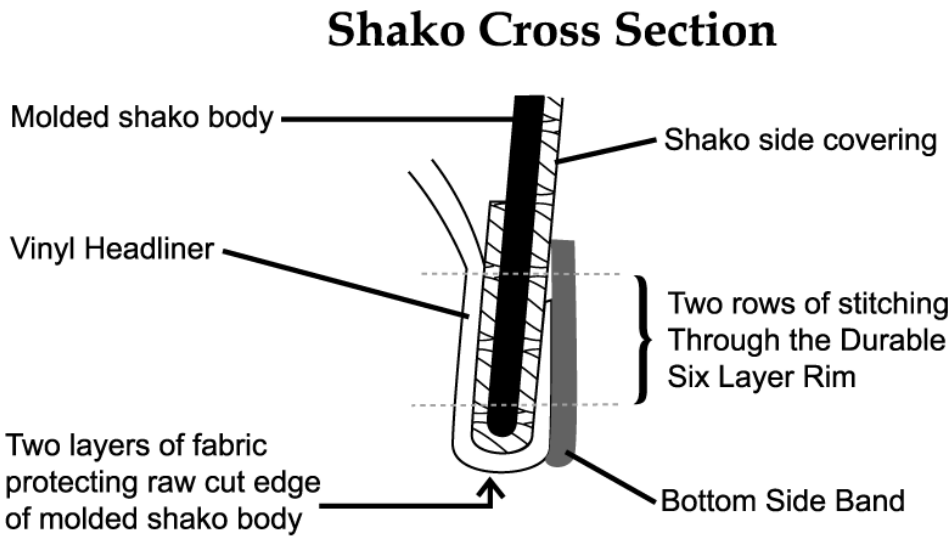
15.2.2 There is a separate shell size for each head size.

15.2.3 Each hat has a clear ID area inside top with the size imprinted in minimum ¼" letters for ease of issue. Each ID contains a card to identify the wearer. A size sticker is also applied to the inside top.

15.3 COVERING

15.3.1 The fabric side covering is pulled down to the bottom edge of the shako body, then turned back 1 ½" up inside the shell. Two rows of stitching will secure the side covering to the molded shell. One row is polycore poly wrap thread, lock stitched. The second row is Telex 135 poly tex thread or equivilent, also lock stitched. This sewing operation extends all around the entire bottom edge of the molded shako body.

15.3.2 The two rows of stitching described in the section above, secure a total of six layers for maximum durability. These layers, from the outside to inside, are: bottom side band, vinyl headliner, side covering, molded shoko body, side covering turnback and vinyl headliner turnback. Alternatives will be accepted as long as they provide the same strength.



15.4 HEADLINER AND SPECIAL FEATURES

15.4.1 Headliner shall be cotton backed, expanded vinyl with embossed finish. There are six scallops with metal eyelets to receive drawstring for adjustability.

15.4.2 Headliner is turned and sewn with a lockstitch in such a manner to allow for adjustability.

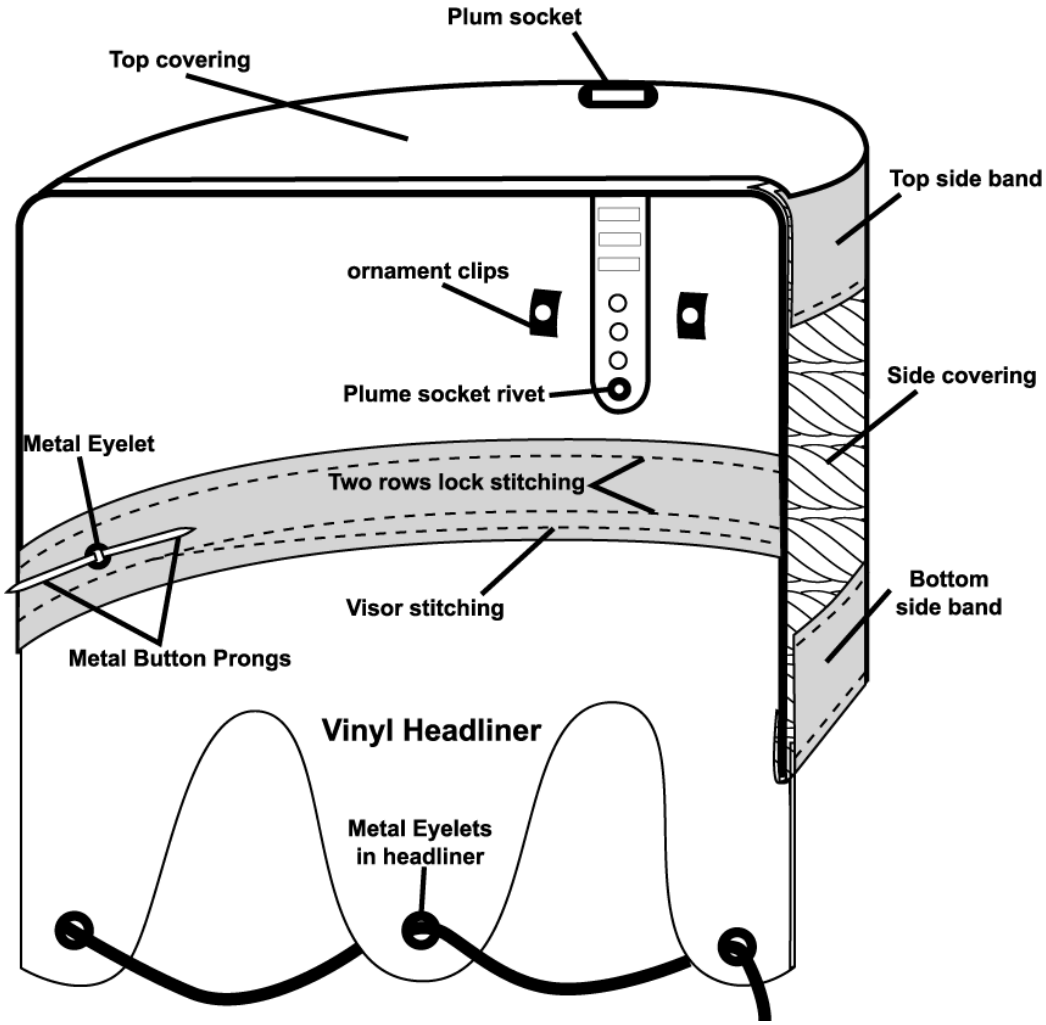
15.4.3 Headliner extends around the bottom edge of the plastic body, and stitched through. This results in two layers of material (outer fabric and vinyl headliner) to secure and protect the bottom edge of the shako shell body.

15.4.4 There is a metal eyelet on each side of the hat body where the button prong passes through plastic.

15.4.5 High density polyethylene plume sockets are included and riveted to the body.

15.4.6. A metal spacer is used to affix the front chain to each side button.

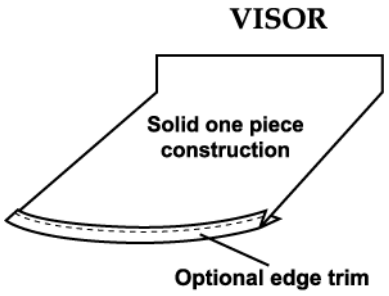
Shako Construction



15.5 VISOR

15.5.1 Visor is non-breakable one-piece plastic, not laminated. It is secured to the shako body with lock-stitch safety sewing.

15.5.2 Visor color is molded through entire body of visor. The material is an engineering grade copolymer with low-temperature toughness, stain proof, fade and discoloration proof, impervious to ultraviolet light (sunlight).

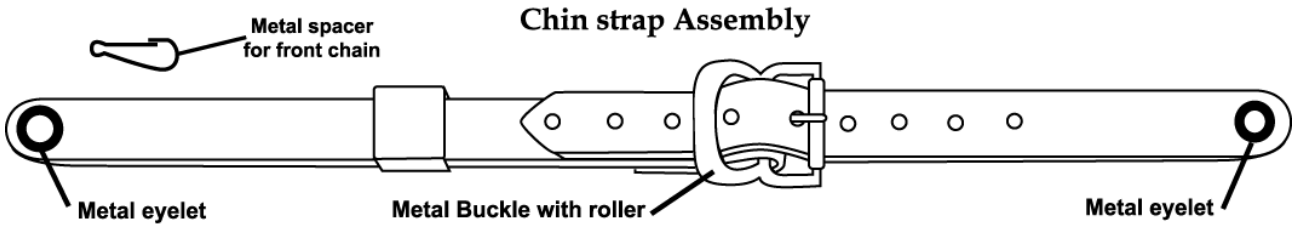


15.6 CHINSTRAP

15.6.1 Chinstrap is ¾" pliable plastic with metal buckle and roller, and has a ½" keeper.

15.6.2 There are metal eyelets at chinstrap ends where button attaches (to prevent strap from being torn by button shank).

15.6.3 There is a ¾" nickel-plated brass chinstrap hook at the rear of the shako, attached with a metal clip.



15.7 BUTTONS

15.7.1 Side buttons are three-piece metal.

15.7.2 Buttons consist of prongs, base plate, and face plate. Side buttons are metal with spread prongs. Plastic buttons are not acceptable.

16.0 REQUIRED FORMS

The following forms must be completed and submitted with the bid in accordance with the instructions given in Section 2.3. Blank forms are attached.

Signed – Request for Bid Sheet
Checklist and Submittal Page
Attachment A
Vendor Information (DOA-3477)
Vendor Reference (DOA-3478)
Vendor Agreement (DOA-3333)

17.0 CHECKLIST AND SUBMITTAL PAGE

17.1 In accordance with **Wisconsin Statutes 16.75(3m), 16.752 and 560.035(1)(c)**, (see website: http://www.doa.state.wi.us/deo/mbe/report2.asp please indicate if you are a Wisconsin Certified minority business, sheltered workshop center or woman owned business:

_____ Minority (MBE) _____ Sheltered Workshop

_____ Women Owned Business (WBE) _____ Not Applicable

(If no answer is indicated on the above, we will assume you are none of the above when making the award)

17.2 **Pursuant to Public Law 95-507**, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: www.sba.gov/). (**Check √ all that apply**.)

_____ Large Business (LG)

_____ Small Business (SB)

_____ Veteran Owned Small Business (VOSB)

_____ Service Disabled Veteran Owned Small Business (SDVOSB)

_____ Historically Under Utilized Business Zone (HUBZONE)

_____ Small Disadvantaged Business (SDB)

_____ Woman-Owned Small Business (WOSB)

17.3 In preparing this RFB, this bidder has not been assisted by any current or former employee of the State of Wisconsin whose duties relate to this RFB and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this RFB. _____ (Initial)

17.4 **AMERICAN MADE: Wisconsin Statutes S. 16.754**, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. "Substantially equal" means when bids are tied or bid scores are equal. Indicate whether the material covered in your bid were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

_____ YES _____ NO _____ UNKNOWN

17.6 Bidder agrees to make the terms of the resulting contract available on a convenience use basis for other state agencies located on or off-campus.

_____ YES _____ NO

17.7 What order method will you accept purchase orders against this contract? Please check all that apply and supply addresses or phone numbers for selected methods:

☐ E-Mail _____

☐ Fax _____

☐ Mail _____

_____

_____

17.8 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverge as required in the Terms and Conditions listed with this bid? And, add the following language to the insurance certificate?

"The Board of Regents of the University of Wisconsin System, its officers, employees and agents" are added as an 'additional insured' under the commercial, general, automobile (and Contractor's) liability policies on any insurance certificate provided.

Attachment A

Qty.	Description	Unit Price	Total Price
10	DRUM PLUMES – BLACK 10 MARIBOU FOUNTAIN	_____	_____
10	DRUM SHAKO – BLACK WITH GOLD CHAIN AND CORONET EMBLEM WITH STAR	_____	_____
40	DRUM JACKET – black w/orange and silver trim	_____	_____
40	Drum Jumpsuit bibbers in black	_____	_____
60	Band Plumes – White 8 inch marabou fountain	_____	_____
60	Band Shakos – White & blue w/orange and silver trim	_____	_____
160	Band Jackets – White w/orange and silver trim	_____	_____
160	Band Jumpsuits Bibbers in blue	_____	_____
200	Garment Bag w/back pocket, ID window & imprint	_____	_____
Any additional Charges (if any)		_____	_____
Total Cost			_____

STATE OF WISCONSIN
DOA-3477 (R05/98)

Bid / Proposal # _____

Commodity / Service _____

VENDOR INFORMATION

1. BIDDING / PROPOSING COMPANY NAME _____
   FEIN _____

   Phone ( ) _____ Toll Free Phone ( ) _____

   FAX ( ) _____ E-Mail Address _____

   Address _____

   City _____ State _____ Zip + 4 _____

2. Name the person to contact for questions concerning this bid / proposal.
   Name _____ Title _____

   Phone ( ) _____ Toll Free Phone ( ) _____

   FAX ( ) _____ E-Mail Address _____

   Address _____

   City _____ State _____ Zip + 4 _____

3. Any vendor awarded over $25,000 on this contract must submit affirmative action information to the department. Please name the Personnel / Human Resource and Development or other person responsible for affirmative action in the company to contact about this plan.
   Name _____ Title _____

   Phone ( ) _____ Toll Free Phone ( ) _____

   FAX ( ) _____ E-Mail Address _____

   Address _____

   City _____ State _____ Zip + 4 _____

4. Mailing address to which state purchase orders are mailed and person the department may contact concerning orders and billings.
   Name _____ Title _____

   Phone ( ) _____ Toll Free Phone ( ) _____

   FAX ( ) _____ E-Mail Address _____

   Address _____

   City _____ State _____ Zip + 4 _____

5. CEO / President Name _____

STATE OF WISCONSIN

Bid / Proposal # _____

DOA-3478 (R12/96)

VENDOR REFERENCE

FOR VENDOR: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) used for four (4) or more installations with requirements similar to those included in this solicitation document. If vendor is proposing any arrangement involving a third party, the named references should also be involved in a similar arrangement.

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

_____

_____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

_____

_____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No _____

Product(s) and/or Service(s) Used _____

_____

_____

Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Product(s) and/or Service(s) Used _____

_____

_____

This document can be made available in accessible formats to qualified individuals with disabilities.

State of Wisconsin
Department of Administration
DOA-3333 (R03/2004)

Division of State Agency Services
State Bureau of Procurement

Vendor Agreement

Wisconsin's Cooperative Purchasing Service

Wisconsin statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. Participating in the service gives vendors opportunities for additional sales without additional bidding. Municipalities use the service to expedite purchases. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis.Stats.

Interested municipalities:

- will contact the contractor directly to place orders referencing the state agency contract number; and
- are responsible for receipt, acceptance, inspection of commodities directly from the contractor, and making payment directly to the contractor.

The State of Wisconsin is not a party to these purchases or any dispute arising from these purchases and is not liable for delivery or payment of any of these purchases.

The State of Wisconsin will determine the contractor's participation by checking a box below.

☐ MANDATORY: Bidders/Proposers must agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. Vendors should note any special conditions below.

☐ OPTIONAL: Bidders/Proposers may or may not agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities. A vendor's decision on participating in this service has no effect on awarding this contract.

A vendor in the service may specify minimum order sizes by volume or dollar amount, additional charges beyond normal delivery areas, or other minimal changes for municipalities.

Vendor: please check one of the following boxes in response.

☐ I Agree to furnish the commodities or services of this bid/proposal to Wisconsin municipalities with any special conditions noted below.

☐ I Do Not Agree to furnish the commodities or services to Wisconsin municipalities.

Special Conditions (if applicable):			
Signature		Date (mm/dd/ccyy)	
Name (Type or Print)		Title	
Company		Telephone ( )	
Address (Street)	City	State	ZIP + 4
Commodity/Service		Request for Bid/Proposal Number	

STATE OF WISCONSIN
DOA-3027 N(R01/98)

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to Bid/Proposal # SS-1220 includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released

Section Page # Topic

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD THE STATE HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF THE STATE'S AGREEING TO WITHHOLD THE MATERIALS.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The state considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the state harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative _____
Signature

Authorized Representative _____
Type or Print

Date _____

8.0 TERMS AND CONDITIONS

The State of Wisconsin reserves the right to incorporate standard State contract provisions into any contract negotiated with any proposal submitted responding to this RFB (Standard Terms and Conditions (DOA-3054) and Supplemental Standard Terms and Conditions for Procurements for Services (DOA-3681)). Failure of the successful proposer to accept these obligations in a contractual agreement may result in cancellation of the award.

SPECIAL TERMS AND CONDITIONS

8.1 Prime contractor and minority business subcontractors.

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing five (5) percent of its total purchasing dollars with certified minority businesses. Authority for this program is found in Wisconsin Statutes 15.107(2), 16.75(4), and 16.75(5) and 560.036(2). The Department of Administration is committed to the promotion of minority business in the department's purchasing program.

The State of Wisconsin's policy provides that minority owned business enterprises certified by the Wisconsin Department of Commerce, Bureau of Minority Development should have the maximum opportunity to participate in the performance of its contracts. The awarded vendor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority owned business enterprises, or by using such enterprises to provide goods and services incidental to this requested service or contract, with a goal of awarding at least 5% of the award amount of this request for bid/proposal to such enterprises.

Upon request the awarded vendor shall furnish a subcontracting plan of action indicating appropriate information about its effort to achieve this goal, including identities of such enterprises certified by the Wisconsin Department of Commerce and their subcontract amount. The Department of Administration will require from the successful contractor a quarterly report of amounts spent with certified minority business enterprises.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of Minority Business Program, (608) 267-7806. The list is published on the Internet at: http://www.doa.state.wi.us/deo/mbe/minority_search.asp

Standard Terms And Conditions
(Request For Bids / Proposals)

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

3.0 QUALITY: Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.

4.0 QUANTITIES: The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.

5.0 DELIVERY: Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.

6.0 PRICING AND DISCOUNT: The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.

6.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

6.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.

6.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).

7.0 UNFAIR SALES ACT: Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.

8.0 ACCEPTANCE-REJECTION: The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.

Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.

9.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

10.0 ORDERING: Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.

11.0 PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

12.0 TAXES: The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

13.0 GUARANTEED DELIVERY: Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

14.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

15.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

16.0 ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

17.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.

18.0 WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.

19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

19.1 Contracts estimated to be over twenty-five thousand dollars ($25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

19.2 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

19.3 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

20.0 PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

21.0 SAFETY REQUIREMENTS: All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

22.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

23.0 INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

23.1 Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

23.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars ($1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars ($1,000,000) per occurrence combined single limit for automobile liability and property damage.

23.3 The state reserves the right to require higher or lower limits where warranted.

24.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars ($3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other sub-units, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 267-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.